right of the state to a tax on the shares of non-exempt distributees vests on the death of the intestate. *Matter of Ramsdill*, 190 N. Y. 492. See NOTES, p. 435.

TORTS — INTERFERENCE WITH BUSINESS — CONTRACT RIGHTS. — The plaintiff supplied phonographic goods to A and B, who contracted not to sell to dealers who were on the plaintiff's suspended list. The defendant company, which was on the list and knew of the contracts, persuaded A, and by fraud procured B, to sell to it. The plaintiff sought damages and an injunction to prevent the defendant from procuring further sales by A and B. *Held*, that no action lies against the defendant for persuading A to sell, but that it may be enjoined from procuring sales by fraud. *Nat'l Phonograph Co.* v. *Edison-Bell Con. Phonograph Co.*, [1908] 1 Ch. 335.

This case reverses in part the decision of the lower court that the plaintiff's action was not maintainable, criticized in 20 HARV. L. REV. 656.

USURY — NATURE AND VALIDITY OF USURIOUS CONTRACT — APPLICATION OF FEDERAL STATUTE TO STATE BANK BUYING INSTRUMENT ORIGINALLY USURIOUS. — § 5198 of the U. S. Compiled Statutes, 1901, provides that, though a national bank knowingly charges a usurious rate, the instrument shall not be void. N. Y. Laws, 1837, c. 430, § 1, provided that all instruments charging a usurious rate should be void; but N. Y. Laws, 1892, c. 689, § 55, provided that state banks should be subject to the same usury laws as national banks. A note was made by the defendant at a usurious rate to a payee not a bank. It was later bought at a legal rate and sued on by a state bank which knew of the usury. *Held*, that there can be no recovery. *Schlesinger* v. *Lehmaier*, 191 N. Y. 69.

If a bank takes a usurious note as payee, whether in good or bad faith, or if it purchases a note without knowledge of its usurious character, the note can be enforced. *Farmers', etc., Bank* v. *Dearing*, 91 U. S. 29; *Schlesinger* v. *Gilhooly*, 189 N. Y. 1. This case of a purchase with knowledge seems the one instance where the ordinary state usury laws have been held a defense to negotiable paper owned by a bank. For a discussion of the case in a lower court, see 20 HARV. L. REV. 581. *Cf.* 21 HARV. L. REV. 136.

WILLS — CONSTRUCTION — ADMISSIBILITY OF EXTRINSIC EVIDENCE TO SHOW TESTAMENTARY INTENT. — A executed a warranty deed to B, but never delivered it. The document fulfilled the formal requirements of the statute of wills, but evidenced no *animus testandi*. It was placed in an envelope with A's will. *Held*, that extrinsic evidence is inadmissible to prove that the deed was executed with testamentary intent. *Noble* v. *Fickes*, 82 N. E. 950 (Ill.).

No set form is required for wills. A paper drawn as a deed is entitled to probate if it plainly expresses the testamentary intent and fulfills the statutory requirements. *Lincoln* v. *Felt*, 132 Mich. 49. But the mere fact that it is inoperative *inter vivos* does not make it a will. *Estate of Skerrett*, 67 Cal. 585. Where an instrument through its ambiguity may be construed as either a will or a deed, extrinsic evidence is admissible to prove the maker's intent. *Robertson* v. *Dunn*, 2 Murph. (N. C.) 133. Even where the words are unequivocally those of a deed, the English courts admit parol evidence to prove an *animus testandi*. *Goods of Slinn*, L. R. 15 P. D. 156. The only American decision found repudiates this doctrine on the ground that it transgresses the parol evidence rule. *Clay* v. *Layton*, 134 Mich. 317. The choice between the two doctrines rests on policy. The English decisions offer a great opportunity for fraud and mistake, while the present case utterly disregards the actual intention of the deceased. However, the general policy of the law as to wills, restricting parol testimony to the narrowest possible limit, favors the decision.

WILLS — CONSTRUCTION — GIFT BY IMPLICATION. — A testator devised his residuary estate to his step-mother and to his sister in equal shares, and provided that if either died without issue surviving, her share would go to the survivor. The mother died before the testator, leaving a grandchild, and her